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12 Attorneys for Defendants
13 METROPOLITAN LIFE INSURANCE
14 COMPANY, CISCO SYSTEMS, INC., LONG TERM
15 DISABILITY BENEFIT PLAN, incorrectly sued herein as
16 CISCO SYSTEMS, INC. PLAN

17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA

19 KEVIN JOHNSON,

20 Plaintiff,

21 v.

22 METROPOLITAN LIFE INSURANCE
23 COMPANY; CISCO SYSTEMS, INC. PLAN,

24 Defendants.

Case No.

**NOTICE OF REMOVAL OF CIVIL
ACTION TO THE UNITED STATES
DISTRICT COURT FOR THE NORTHERN
DISTRICT OF CALIFORNIA**

[Originally Santa Clara Superior Court
Case No. 114cv266243]

25 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

26 PLEASE TAKE NOTICE that defendants Metropolitan Life Insurance Company
27 (“MetLife”) and Cisco Systems, Inc., Long Term Disability Benefit Plan, incorrectly sued herein
28 as Cisco Systems, Inc. Plan (“the Plan”) (collectively “defendants”), hereby remove the above-
entitled action, which was filed by plaintiff Kevin Johnson in the Superior Court of the State of
California, County of Santa Clara, Case No. 114cv2662436 (“Complaint”), to this Court pursuant
to 28 U.S.C. §§ 1331, 1441(a), 1441(b), and 1441(c), and ERISA § 502, on the following grounds.

JURISDICTION

1
2 1. This action is a civil action over which this Court has original jurisdiction under 28
3 U.S.C. § 1331, and is one which may be removed to this Court pursuant to the provisions of 28
4 U.S.C. §§ 1441(a), (b) and (c) and 29 U.S.C. § 1132, in that it seeks disability benefits and other
5 relief that the plaintiff claims is owed to him by MetLife under the terms of an employee welfare
6 benefit plan, and thereby states a claim only under the Employee Retirement Income Security Act
7 of 1974 (“ERISA”), 29 U.S.C. §§ 1001, *et seq.*

8 2. Any remaining claims or causes of action in the complaint that are otherwise
9 nonremovable are joined with the separate and independent claims or causes of action within the
10 jurisdiction conferred by 28 U.S.C. § 1331, and the entire action is therefore removable under 28
11 U.S.C. § 1441(c).

FACTS SUPPORTING REMOVAL

12
13 3. Plaintiff alleges that he is entitled to recover from MetLife, under a long term
14 disability insurance plan, by reason of his employment; as such, he has alleged that he was a
15 participant in the employer’s employee welfare benefit plan. (Declaration of Erin A. Cornell
16 (“Cornell Decl.”), Ex. A (“Complaint”) ¶¶ 3-5.)

17 4. Plaintiff seeks disability benefits and other relief under the Plan, which he alleges is
18 insured by a policy of insurance issued by MetLife. (Complaint ¶ 4.) As such, plaintiff’s
19 complaint alleges a claim for recover of employee benefits, which is subject to ERISA under 29
20 U.S.C. § 1332(a). (Complaint ¶ 27.)

21 5. On the face of the Complaint, therefore, the action is one that arises only under
22 Federal law, and it is removable to this Court.

TIMELINESS OF REMOVAL PETITION

23
24 6. On June 6, 2014, plaintiff filed a complaint in the Superior Court of the State of
25 California, County of Santa Clara, entitled *Kevin Johnson v. Metropolitan Life Insurance*
26 *Company; Cisco Systems, Inc. Plan*, Case No. 114cv266243. True and correct copies of the
27 Complaint and related materials are attached as Exhibit A to the Declaration of Erin A. Cornell
28 filed concurrently herewith.

1 7. The first date on which MetLife was served with a copy of the Complaint was June
2 11, 2014, when the suit documents were received by CT Corporation. (*Id.*)

3 8. The Plan has not yet been served with the summons and Complaint. However, the
4 Plan consents to removal. (Cornell Decl., ¶ 3.)

5 9. On June 20, 2014, MetLife accepted the tender of defense for the Plan. (*Id.*, ¶ 4.)

6 10. No other pleadings or papers have been filed, served, or received by MetLife, other
7 than the Complaint and summons.

8 11. This Notice of Removal is filed with this Court within 30 days of the earliest date
9 on which the defendants were first served with a copy of the initial pleadings in the above-entitled
10 action. This removal is timely under 28 U.S.C. § 1446(b).

11 WHEREFORE, defendants Metropolitan Life Insurance Company and Cisco Systems, Inc.,
12 Long Term Disability Benefit Plan remove the above-entitled action to this Court and request that
13 the Court assume jurisdiction over this action.

14
15 DATED: July 1, 2014 SEDGWICK LLP

16
17 By: /s/ Erin A. Cornell

18 Mark J. Hancock

19 Rebecca A. Hull

Erin A. Cornell

Attorneys for Defendants

METROPOLITAN LIFE INSURANCE

COMPANY, CISCO SYSTEMS, INC., LONG TERM

DISABILITY BENEFIT PLAN, incorrectly sued herein as

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